AMENDMENT OF SOLICITATION/MODI	FICATIO. JE CONTRACT	1 CONTRACT ID CODE PAGES					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO 5. PROJECT NO. (If applicable)					
000111	See Block 160	USTOC					
ISSUED BY CO	DE KSC	7. ADMITHSTERED BY (If other than Item 6) CODE KSC					
IASA/John F. Kennedy Space	Center	NASA/Kennedy Space Center					
Office of Procurement MAIL CODE OP		Office of Procurement					
ENNEDY SPACE CENTER FL 32	899	MAIL CODE OP-ES ATTN: Andrew S. Dennis					
		KENNEDY SPACE CENTER FL 32899					
NAME AND ADDRESS OF CONTRACTOR (No., s	freet, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO					
SRC AEROSPACE CORP		·					
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		10B. DATED (SEE ITEM 13)					
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	11. THIS ITEM ONLY APPLIES	S TO AMENDMENTS OF SOLICITATIONS					
reference to the solicitation and this amendment, an ACCOUNTING AND APPROPRIATION DATA (If see Schedule	na is received prior to the opening hou required)	ur and date specified.					
	MODIFICATION OF CONTRACTS/OI	ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT					
B. THE ABOVE NUMBERED CONTR appropriation date, etc.) SET FOR	ACT/ORDER IS MODIFIED TO REFL TH IN ITEM 14, PURSUANT TO THE	LECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, E AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT	TO AUTHORITY OF:					
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b. Other (Specify type of modification	on and authority)						
MPORTANT: Contractor is not.	is required to sign this documer	ent and return3 copies to the issuing office.					
DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organized by UCF section heading	gs, including solicitation/contract subject matter where feasible.)					
		ate Contract Attachment J-3,					
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The revised plan incorpo	orated by this modi	ification shall be effective from Contract					
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The following page chang	ges shall be made t	to the contract to incorporate the above					
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ept as provided herein, all terms and conditions of the NAME AND TITLE OF SIGNER (Type or print)	he document referenced in Item 9A or	or 10A, as heretofore changed, remains unchanged and in full force and effect.					
Marin F. Commins		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
	)AGEMENT	Roy M. Colvin II					
CONTRACTOR/OFFEROR	15C DATE SIGNED	100. BATE GIONEB					
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NAME OF OFFEROR OR CONTRACTOR
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EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
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# UNIVERSITY-AFFILIATED SPACEPORT TECHNOLOGY DEVELOPMENT CONTRACT (USTDC) PERFORMANCE SURVEILLANCE AND AWARD FEE PLAN

#### I. Introduction

The USTDC is a Performance Based Task Order Contract. The intent is to issue Task Orders to specify "what" the Government needs, and to rely on the Contractor to determine "how" the result (product or service) is to be provided. Government employees will normally not be directly involved with day-to-day Contractor activities (oversight), but will perform a performance surveillance and assessment (insight) role.

Award Fee is intended to encourage and reward the Contractor for safe, high quality, cost-conscious performance in fulfilling the requirements set forth in the contract; to provide flexibility for changes in management and performance emphasis; and to promote effective communications. Award fee determinations will consider both objective and subjective measurements of the contractor's performance in accordance with this Plan.

This Performance Surveillance and Award Fee Plan's objective is to provide accurate assessments of the Contractor's activities. These assessments will evaluate the quality and quantity of products and services provided by the contractor. The Government, as needed, will verify the accuracy of contractor reporting (reports, performance metrics, or insight metrics). Where contractor reporting does not provide sufficient insight, the Government will initiate independent surveillance assessments of contractor activities. This Performance Surveillance and Award Fee Plan will define and document:

- The Government's planned approach to surveillance of the Contractor's performance;
- The contract level metrics and other key performance indicators to be recorded and reported by the Contractor;
- Responsibilities of the cognizant NASA/KSC and Contractor parties in the surveillance and Award Fee processes;
- The process used to determine the amount of Award Fee earned by the Contractor.

#### II. Definitions

Acceptable Quality Level (AQL): The AQL defines the maximum number of defects or maximum error rate that can be considered satisfactory on the average for a particular performance indicator. For this contract, the AQL relates to an adjective rating of "satisfactory" and a numerical rating of 65.

**Award Fee:** The fee (profit) awarded to the contractor to encourage and reward the Contractor for safe, high quality, cost-conscious performance in fulfilling the requirements set forth in the contract.

**Contracting Officer (CO):** The NASA Contracting Officer with overall responsibility for the contract.

**Contract Technical Manager (CTM):** The NASA Contracting Officer's Technical Representative (COTR) with primary responsibility for performance surveillance and overall technical management of the contract.

**Contracting Officer's Technical Representative (COTR):** See Contract Technical Manager (CTM)

**Contract Award Fee Board (CAFB):** The CAFB is the board responsible for annual review of the Contractor's performance and determination of the earned Award Fee. The board includes the Fee Determination Official (FDO), the Engineering Director, and other designated members of NASA/KSC senior management.

Cost-Plus-Award-Fee Contract (CPAF): A cost-reimbursement contract that provides for a fee consisting of an award amount, based upon a judgemental evaluation by the Government, sufficient to provide motivation for excellence in contract erformance.

**Critical Metric:** Those metrics considered key indicators of contract performance, in areas critical to the success of the contract, to be weighted heavily in the Award Fee evaluation process.

**Data Requirement Description (DRD):** A deliverable data element required by the contract, defined in the contract's Data Requirements List.

**Fee Determination Official (FDO):** The FDO is the member of NASA/KSC's Senior Management responsible for final determination of the Award Fee score and amount of fee earned.

**Internal Surveillance Report:** The contract deliverable used to provide the Government with a quarterly summary of contract metrics, and self-assessment of contract performance.

**Metric:** A metric is a defined measurement of some aspect of the Contractor's performance.

**Milestone:** A milestone is a predefined deadline for the completion of a task or delivery of a product or service.

**Performance-Based Contracting (PBC):** Structuring all aspects on an acquisition around the purpose of the work to be performed as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work.

**Performance Indicator:** A performance indicator is a characteristic of an output of a work process that can be measured (see "metric").

**Performance Surveillance:** NASA/KSC's assessments of the Contractor's activities used to evaluate the quality and quantity of products and services provided by the Contractor.

**Special Areas of Emphasis:** The document used by the Government to document the specific areas of contract performance that will be emphasized in the award fee evaluation. A letter from the Contracting Offcer will communicate the Special Areas of Emphasis for each contract year. This letter will normally be issued at least fifteen (15) days prior to the start of the evaluation period.

Standard: A standard is an acknowledged measure of comparison.

**Standard of Performance (SOP):** SOP's define the desired level of performance or quality of output for a particular performance indicator. For this contract, the SOP relates to an adjective rating of "excellent" and a numerical rating of 95.

**Surveillance:** Those actions taken by the Government to check products and services to determine that they meet the requirements of the contract and all issued Task Orders.

**Task Order (TO):** Document used to define contract tasks, requirements, funding targets and limits, milestones, performance indicators, and performance standards. Task Orders are approved by the Task Order Manager, the Contract Technical Manager, and issued by the Contracting Officer.

**Task Order Manager (TOM):** The TOM is the NASA/KSC project manager or technical representative responsible for providing surveillance, insight, and evaluation of the Contractor's performance on the Task Order.

**Task Order Performance Evaluation Survey:** A survey used by the CTM to collect performance feedback from TOMs on the Contractor's performance of each Task Order.

**Task Order Plan (TOP):** Document used by the Contractor to define its approach to accomplishment of each Task Order, including expected costs and phasing, skill mix and other resources, schedule, milestones, deliverables, metrics, and risk assessment. The TOP is submitted by the Contractor and approved by the Task Order Manager and the Contract Technical Manager.

**Trend Metric or Statistic:** Those measurements that are useful to collect and evaluate over time to monitor the health of a process and/or help define standards.

#### III. Performance Surveillance

#### A. General

Metrics and other performance indicators will be defined at two levels: Contract level and Task Order level.

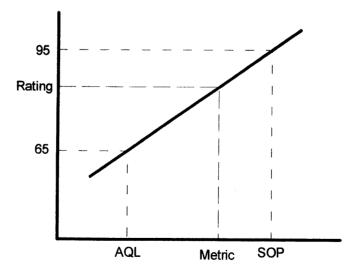
Contract level metrics are defined and documented in the Contractor's Internal Surveillance Plan (DRD-002), and deal with summary level measurements or averages across all Task Orders. When averages are used, weighting by dollar amounts or other factor may be used, as appropriate. Additions, deletions and changes to contract level metrics will be negotiated with the Contractor and reflected in revisions to the DRD.

Task Order level metrics will be defined on individual Task Orders.

Standards of Performance (SOP) define the desired level of performance or quality of output for a particular performance indicator. For this contract, the SOP relates to an adjective rating of "excellent" and a numerical rating of 95. Whenever feasible, quantitative standards will be identified. In other cases, the SOP will be defined qualitatively.

Acceptable Quality Levels (AQL) define the maximum number of defects or maximum error rate that can be considered satisfactory on the average for a particular performance indicator. For this contract, the AQL relates to an adjective rating of "satisfactory" and a numerical rating of 65. Whenever feasible, a quantitative AQL will be identified. In other cases, the AQL will be defined qualitatively.

In general, the SOP and AQL define a simple linear relationship between a measurement and the rating earned for a particular performance indicator, on a zero to 100 scale, as shown below:



Metric Rating = 65 + 30 x (Metric - AQL) / (SOP - AQL)

Contract level SOPs and AQLs will be negotiated with the Contractor and reflected in revisions to DRD-002. Task Order level SOPs and AQLs will be negotiated with the Contractor as part of the Task Order planning process and reflected on Task Orders, and/or Task Order Plans. Care will be taken to ensure that SOPs and AQLs are defined which provide the Contractor the opportunity to earn a rating of 100 for any particular performance indicator. Ratings above 100 will be treated as 100.

Measurements and standards are usually stated in terms of rates; a means of expressing something as it relates to a fixed amount of something else (for example: number of successes divided by the number of attempts).

Trend metrics will be used when measurements are feasible but performance standards are not well established. Trend metrics will be evaluated subjectively until performance standards can be defined and agreed to.

Areas of performance that are not readily measurable will be evaluated subjectively.

Except as noted, the Contractor shall collect all metric data on a monthly basis in a management information system (database) accessible to the CO, CTM and all TOMs. The database shall summarize the data quarterly and yearly, and retain data for the life of the contract. Data shall be reported quarterly to the Government in the Internal Surveillance Report (DRD-003).

# **B.** Critical Metrics and Special Areas of Emphasis

The Critical Metrics defined in this section and the Special Areas of Emphasis are considered to be key indicators of contract performance in areas critical to the success of the contract. Performance in these areas will be weighted heavily in the Award Fee evaluation process.

A letter from the Contracting Offcer will communicate the Special Areas of Emphasis for each contract year. This letter will be issued at least fifteen (15) days prior to the start of the evaluation period. Additionally, the Contractor will be notified of any changes to the Critical Metrics no later than 15 days prior to the start of each performance evaluation period.

# 1. Safety, Reliability and Quality Assurance

The effectiveness of all USTDC related Safety, Reliability, and Quality Assurance functions will be evaluated, including the following areas:

- Compliance with KSC policies, procedures, directives, and inspection services, and the contractor's approved DRDs in these areas;
- Safety during hazardous operations, comprehensive safety training, effective safety awareness program, and timely reporting of accident/incidents and implementation of recommended corrective actions;
- Documentation of QA provisions for adequacy and utilization in the control of USTDC processes;
- Control, utilization, and improvement of QA procedures.
- Compliance with ISO 9001:2000 standards.

 Major Breach of Safety or Security – Note: An overall performance evaluation and fee determination of zero shall be made for any evaluation period when there is a major breach of safety or security as defined in NFS 1852.223-75, Major Breach of Safety or Security.

#### 2. Milestone performance

Official milestones will be established and documented in Task Orders. Milestone dates are negotiated as part of Task Order planning process. Milestone dates revised by the Contractor's approved Task Order Plan shall be reflected in revisions to the Task Order.

The Task Order Manager may revise (delay or delete) milestones with a TO Revision to account for circumstances not within the Contractor's control.

#### 3. Cost Performance

Efforts and initiatives made by the contractor to control costs will be evaluated.

# 4. Task Order Performance Evaluation Survey Ratings

This metric is based on results of a quarterly Task Order Performance Evaluation Survey, which will be completed by the Task Order Manager for each Task Order. The survey consists of questions relating to technical, management, schedule, cost, and other areas to determine a rating (0-100) for each Task Order by the Task Order Manager. Task Order ratings for all Task Orders will be rolled up (weighted average by labor cost) to a contract level Task Order Rating.

# 5. New Technology Development and Reporting

The contractor's success in the development, identification, and reporting of new technologies will be evaluated.

#### C. Other Metrics

Although not considered as critical as the metric areas described above, the metrics described in this section will also be considered in the award fee evaluation.

#### 1. Procurement Performance Metrics

The Contractor's compliance with procedures such as source selection, sole source justification, acceptance testing, shipping and receiving inspection, will be evaluated.

#### 2. Housekeeping

The Contractor's ability to maintain safe and efficient work areas will be evaluated.

# 3. Reporting / Deliverables

The Contractor's success in delivery of DRD items per their required delivery schedules will be evaluated, based on objective, contract-wide metrics.

# 4. Technical Performance Feedback from Task Order Managers.

Significant positive elements and major accomplishments as well as negative elements, issues and concerns noted by Task Order Managers in the quarterly evaluation surveys will be considered in the award fee evaluation.

# 5. Resource Management

Feedback from the NASA Resources Management Office on the quality of cost accounting and financial reporting, the timeliness of resolution of resource management issues, and the effectiveness of communications with NASA resource management interfaces will be considered in the award fee evaluation.

The effectiveness of the Contractor's resource management systems in resource planning and control, and the ability to adapt to changing resource requirements caused by issuance of new Task Orders will also be evaluated.

# 6. Property and Supply Management

The Contractor's success in managing all assigned government property and supplies will be evaluated.

# 7. Contractor's Internal Surveillance Report and Self Assessment

The Contractor's quarterly Internal Surveillance Report and self assessment presentation will be evaluated.

# 8. Independent Assessments and Audits

NASA/KSC Safety and Mission Assurance personnel will conduct assessments and audits to verify the Contractor's compliance with documented requirements. Nonconformances will be identified, documented and reviewed with the Contractor. Corrective Action Requests (CAR) will be issued and tracked until resolution.

# 9. Continuous Improvement

The Contractor's ability to demonstrate continuous improvement in products, services, processes and procedures will be included in the award fee evaluation.

# 10. Environmental Compliance

The Contractor's compliance with all environmental requirements will be evaluated quarterly by NASA/KSC's Environmental Program Office.

#### 11. Labor Relations

The Contractor's labor relations will be evaluated quarterly by NASA/KSC's Industry Labor Relations Office.

# 12. Equal Opportunity

The Contractor's demonstration of equal opportunity in all personnel decisions will be evaluated quarterly by NASA/KSC's Equal Opportunity Office.

#### 13. Commercialization and Work for Others

The Contractor's success in exploiting commercialization opportunities will be considered a positive factor in the award fee evaluation.

# 14. University affiliation

The effectiveness of the Contractor's university affiliations will be evaluated.

# 15. Outreach Program

The effectiveness of the Contractor's Outreach Program will be evaluated.

#### IV. Award Fee Evaluation

Award fee determinations will be based on both objective contractor provided performance metrics and subjective judgments by the Government of the contractor's performance using the surveillance tools, procedures and evaluation criteria as specified in this Performance Surveillance and Award Fee Plan.

For the purpose of award fee determinations on this contract, the procedures indicated below will be followed.

#### A. General

Award fee will be determined annually by the Fee Determination Official (FDO) who is Chairperson of the Contract Award Fee Board (CAFB). The CAFB is comprised of the FDO, the Engineering Director, and other designated members of the NASA/KSC Senior Management.

The award fee will be determined based upon a review by the CAFB of the consolidated recommendation prepared by the Contract Technical Manager (CTM), the Contracting Officer (CO), and the Contractor's additional data, if any.

The CTM will be the focal point for the accumulation and development of award fee evaluation reports, reviews, and presentations as well as discussions with Contractor management on award fee matters.

#### **B.** Evaluation Criteria

Evaluation criteria encompass the safety, quality, timeliness, efficiency, and cost effectiveness of the Contractor's performance of contract requirements, as detailed in this plan. Any changes to the specific metrics or special areas of emphasis will be identified and communicated to the Contractor at least fifteen (15) days prior to the start of the evaluation period by revision of this plan or other written communication.

The CO or CTM may notify the Contractor at a later date of alterations in special areas of emphasis (including additions or deletions). Such alterations will be prospective and will allow the Contractor time to react or implement the alterations.

#### C. Reviews

The Contractor's performance will be reviewed in the manner described below.

# 1. Concurrent Reviews

Contractor performance levels which require remedial attention or which may be expected to adversely affect award fee ratings will be made known to the Contractor by the CTM (either orally or in writing) on a current basis, as necessary.

# 2. Quarterly Reviews

# Contractor's Review:

The Contractor shall conduct a contract review on a quarterly basis. The contractor shall prepare an Internal Surveillance Report (DRD003) and present highlights and a self assessment at a review meeting attended by the Contractor management team, the CO, CTM, and other members of the NASA technical team.

The report shall include metrics and other data that supports the Contractor's accomplishment in the metrics areas and other areas of emphasis defined in this plan. Metrics data in the report shall include historical trend data from all prior periods.

The review meeting shall cover all aspects of contract operations, both technical and business, including a concise summary of performance, and a risk assessment of each major element of the contract.

# Contract Technical Manager Review:

A mid-term review of the Contractor's performance will be performed by the CTM using input from the contractor's Internal Surveillance Report, and cognizant evaluators, including all Task Order Managers. The mid-term review will be summarized in an Award Fee Report and a copy transmitted to the Contractor, the Award Fee Board, and the Fee Determination Official. The report provides both positive and negative feedback to the contractor on their performance and serves as a documented record of contract accomplishments.

#### 3. Annual Reviews

#### Contractor's Review:

At the end of each performance period the Contractor's Internal Surveillance Report shall include an annual summary of all metrics for the period, in addition to historical monthly or quarterly trend data.

# **Contract Technical Manager Review:**

Within thirty (30) calendar days following each performance period, the CTM will prepare a report on the evaluation of the Contractor's performance. The Contractor and the Award Fee Board will be furnished a copy of the draft report without an adjective rating or numerical score assigned for the period. Within seven (7) calendar days from receipt of the evaluation report, the Contractor may, if so desired, submit in writing to the CTM additional data bearing on the performance evaluation. Comments from the Contractor and the Award Fee Board will be incorporated in the final report.

#### D. Fee Determination

#### 1. Award Fee Presentation to the CAFB

The CAFB will review the final award fee evaluation report seven (7) calendar days before the scheduled presentation.

Within 45 days following the end of the performance period, the CTM will present a summary of the Award Fee Report to the CAFB.

The Contractor may also request an opportunity to give a presentation to the CAFB concerning his performance.

After consideration of these data, the CAFB will assist the FDO in determining an appropriate amount of award fee.

#### 2. Award Fee Determinations

Award fee determinations, up to the maximum potential amounts specified in the contract schedule, will be made by the Fee Determination Official (FDO). Award fee determinations will be based on both objective metrics and subjective judgments by the Government of the Contractor's performance using procedures and evaluation criteria as specified in this Performance Surveillance and Award Fee Plan.

The FDO will notify the Contracting Officer in writing of the amount of award fee, if any, determined to have been earned during the evaluation period. The Contracting Officer will notify the Contractor of such determination. This determination is not subject to appeal under the Disputes clause or any other provision of the contract.

Following notification of the award fee determination, the Contracting Officer will issue a modification to the contract.

# 3. Numerical Ranges/Adjective Definitions and Award Fee Scale

Exhibits to this Plan set forth the adjective ratings, definitions, and associated numerical ranges to be used to define the various levels of performance under the contract. The Award Fee Scale sets forth in tabular form the award fee earned at various performance ratings.

# SCHEDULE 1 - NUMERICAL RANGES /ADJECTIVE DEFINITIONS

NUMERICAL	ADJECTIVE RATING	ADJECTIVE DEFINITIONS
<u>RANGE</u> 91 – 100	EXCELLENT	The Contractor's overall performance of contract requirements is of exceptional merit marked by timely, efficient, and economical performance. Exemplary performance in all areas of directed emphasis. Very minor deficiencies with no adverse effect on overall performance.
81 – 90	VERY GOOD	The Contractor is exhibiting very effective performance and is fully responsive to contract requirements. Majority of performance requirements are timely, efficient, and economically conducted. Only minor deficiencies are noted.
71 – 80	GOOD	The Contractor is performing effectively and is fully responsive to contract requirements. There are reportable deficiencies which have minor identifiable effect on overall contract performance.
61 – 70	SATISFACTORY	The Contractor meets or slightly exceeds the minimum acceptable contract requirements with adequate results. There are reportable deficiencies with identifiable, but not substantial, effects on overall contract
60 AND BELOW	UNSATISFACTORY	performance. The Contractor does not meet minimum acceptable standards, requires remedial action, or has deficiencies in one or more areas that adversely affect overall contract performance.

SCHEDULE 2 – AWARD FEE SCALE					
ADJECTIVES	NUMERICAL SCORE	% AVAILABLE AWARD FEE			
	100	100			
	99	99			
	98	98			
	97	97			
	96	<b>96</b>			
EXCELLENT	95	95			
	94	94			
	93 92	93 92			
	92 91	92 91			
	90	90			
	89	89			
	88	88			
	87	87			
	86	86			
VERY GOOD	85	85			
	84	84			
	83	83			
	82 81	82 81			
	80	80			
	79	79			
	78 78	78			
	77	77			
	76	76			
GOOD	75	75			
	74	74			
	73	73			
	72 74	72			
	71	71			
	70 69	70 69			
	68	68			
	67	67			
	66	66			
SATISFACTORY	65	65			
	64	64			
	63	63			
	62	62			
-	61	61			
	60	0			
LINCATIONACTORY	59	0			
UNSATISFACTORY	•	•			
	0	0			